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The following constitutes the order of the Court.  
Signed: January 17, 2025

5 Attorneys for Secured Creditor  
6 U.S. BANK TRUST NATIONAL  
ASSOCIATION NOT IN ITS INDIVIDUAL  
CAPACITY BUT SOLELY AS OWNER  
7 TRUSTEE FOR RCF 2 ACQUISITION TRUST

A handwritten signature in black ink, reading "William J. Lafferty, III", is written over a horizontal line.

William J. Lafferty, III  
U.S. Bankruptcy Judge

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9 **UNITED STATES BANKRUPTCY COURT**  
10 **NORTHERN DISTRICT OF CALIFORNIA – OAKLAND DIVISION**

11 In re

12 Michael Anthony Mannina,  
13 Debtor.

Case No. 23-40197 WJL

R.S. NO. RAS-1

Chapter 13

**ORDER ON MOTION FOR RELIEF  
FROM STAY**

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21 The above-captioned Motion for Relief from the Automatic Stay of 11 U.S.C § 362  
22 (“Motion”) filed by Movant, U.S. BANK TRUST NATIONAL ASSOCIATION NOT IN ITS  
23 INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR RCF 2  
24 ACQUISITION TRUST, its successors and/or assigns (“Movant”), to enforce its interest in the  
25 property of Debtor Michael Anthony Mannina (“Debtor”), was settled via stipulation and order  
26 thereon on August 22, 2023 (Docket Nos. 63 & 67). Subsequently, Debtor has defaulted on  
27 obligations under the Stipulation for Adequate Protection Payments. That default is evidenced in  
28 the Declaration of Felicia Frazier in support of the Motion for Relief (Docket No. 83).

1 Based on the moving papers, the default under the terms of the stipulation granting  
2 adequate protection payments, and for good cause appearing therefore,

3 **IT IS HEREBY ORDERED:**

- 4 1) The automatic stay of 11 U.S.C. §362 is hereby modified as to Debtor and Debtors' estate  
5 as it applies to the Movant, U.S. BANK TRUST NATIONAL ASSOCIATION NOT  
6 IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR RCF 2  
7 ACQUISITION TRUST, its successors and/or assigns ("Movant") for all purposes to  
8 allow Movant to exercise its rights and remedies in the property located at 2755 Eastgate  
9 Avenue, Concord, CA 94520 ("Property").
- 10 2) Movant, or its agents, may, at its option, offer, provide and enter into a potential  
11 forbearance agreement, loan modification, refinance agreement or other loan workout or  
12 loss mitigation agreement. Movant, through its servicing agent, may contact the Debtor  
13 by telephone or written correspondence to offer such an agreement.
- 14 3) The 14 day stay under Federal Rule of Bankruptcy Procedure Rule 4001(a)(3) is waived.
- 15 4) This Order shall be binding in any and all chapters following any later conversion of this  
16 case to a case under a different chapter of Title 11 of the United States Bankruptcy Code,  
17 unless a specific exception has been provided herein.

18 ###END OF ORDER###

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**COURT SERVICE LIST**

Electronically mailed to ECF registered participants